

ORDER FOR SUPPLIES OR SERVICES										PAGE 1 OF 7		
1. CONTRACT PURCH ORDER/AGREEMENT NO. <div style="border: 1px solid black; padding: 2px;">DAAE20-98-D-0084</div>			2. DELIVERY ORDER/CALL NO. <div style="border: 1px solid black; padding: 2px;">0016</div>		3. DATE OF ORDER/CALL (YYYYMMDD) <div style="border: 1px solid black; padding: 2px;">2003JAN31</div>		4. REQUISITION/PURCH REQUEST NO. <div style="border: 1px solid black; padding: 2px;">SEE SCHEDULE</div>		5. PRIORITY <div style="border: 1px solid black; padding: 2px;">DOA5</div>			
6. ISSUED BY TACOM-ROCK ISLAND AMSTA-AQ-ARCC MYRNA DOWELL (309)782-4635 ROCK ISLAND IL 61299-7630 EMAIL: DOWELLM@RIA.ARMY.MIL			CODE <div style="border: 1px solid black; padding: 2px;">W52H09</div>		7. ADMINISTERED BY (If other than 6) DCMA CLEVELAND ADMIRAL KIDD CENTER 555 EAST 88TH STREET BRATENAH OH 44108-1068			CODE <div style="border: 1px solid black; padding: 2px;">S3603A</div>		8. DELIVERY FOB <div style="border: 1px solid black; padding: 2px;"><input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)</div>		
9. CONTRACTOR HUNTER MFG CO 30525 AURORA ROAD NAME AND ADDRESS SOLON OH 44139-2795			CODE <div style="border: 1px solid black; padding: 2px;">92878</div>		FACILITY <div style="border: 1px solid black; padding: 2px;">C</div>		NONE <div style="border: 1px solid black; padding: 2px;">SC1012</div>		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) <div style="border: 1px solid black; padding: 2px;">SEE SCHEDULE</div>			
11. X IF BUSINESS IS <div style="border: 1px solid black; padding: 2px;"><input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMAN-OWNED</div>			12. DISCOUNT TERMS <div style="border: 1px solid black; padding: 2px;"></div>			13. MAIL INVOICES TO THE ADDRESS IN BLOCK <div style="border: 1px solid black; padding: 2px;">See Block 15</div>						
14. SHIP TO <div style="border: 1px solid black; padding: 2px;">SEE SCHEDULE</div>			CODE <div style="border: 1px solid black; padding: 2px;"></div>		15. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER DFAS-CO-JNF/NEW DOMINION P O BOX 182041 COLUMBUS OH 43218-2041				CODE <div style="border: 1px solid black; padding: 2px;">SC1018</div>		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2	
16. TYPE OF ORDER		DELIVERY/ CALL <div style="border: 1px solid black; padding: 2px;"><input checked="" type="checkbox"/></div>		THIS DELIVERY ORDER IS ISSUED ON ANOTHER GOVERNMENT AGENCY OR IN ACCORDANCE WITH AND SUBJECT TO TERMS AND CONDITIONS OF ABOVE NUMBERED CONTRACT.								
PURCHASE		Reference your <input type="checkbox"/> Oral <input type="checkbox"/> Written Quotation _____, Dated _____.		furnish the following on terms specified herein.								
				ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.								
<div style="display: flex; justify-content: space-between;"> <div>NAME OF CONTRACTOR</div> <div>SIGNATURE</div> <div>TYPED NAME AND TITLE</div> <div>DATE SIGNED (YYYYMMDD)</div> </div> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;"><input checked="" type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:</div>												
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE <div style="border: 1px solid black; padding: 2px;">SEE SCHEDULE</div>												
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/SERVICE			20. QUANTITY ORDERED/ ACCEPTED*		21. UNIT	22. UNIT PRICE		23. AMOUNT		
		SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price KIND OF CONTRACT: Supply Contracts and Priced Orders										
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA JOYCE L KLEIN /SIGNED/ KLEINJ@RIA.ARMY.MIL/2003JAN31/2-5051 BY: _____ CONTRACTING/ORDERING OFFICER					25. TOTAL <div style="border: 1px solid black; padding: 2px;">\$463,181.42</div>			
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO CONTRACT EXCEPT AS NOTED												
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					28. SHIP. NO.		29. D.O. VOUCHER NO.		30. INITIALS			
f. TELEPHONE NUMBER		g. E-MAIL ADDRESS			<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR			
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.					31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				34. CHECK NUMBER			
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER							35. BILL OF LADING NO.			
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.		

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Name of Offeror or Contractor: HUNTER MFG CO		

SUPPLEMENTAL INFORMATION

THE PURPOSE OF THIS DELIVERY ORDER IS TO ADD-ON QUANTITY OF 12,929 EACH M13 PARTICULATE FILTERS, NSN: 4242-00-368-6291 IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF DAAE20-98-D-0084, ORDERING PERIOD 5.

THIS DELIVERY ORDER IS AWARDED AS AN UNDEFINITIZED CONTRACT ACTION (UCA) WHICH IS TO BE DEFINITIZED ON A FIRM FIXED PRICE BASIS. THE TOTAL PRICE FOR THIS ADD-ON QUANTITY AS STATED BELOW REPRESENTS THE CEILING PRICE AND IS SUBJECT TO DOWNWARD REVISION ONLY, AT TIME OF DEFINITIZATION.

THE TOTAL CEILING PRICE FOR THE ADD-ON QUANTITY OF 12,929 EACH IS \$926,362.85.

THE DELIVERY ORDER IS FUNDED AT 50% OF THE CEILING PRICE OR \$463,181.42.

SUBCLIN 0001AA IS ESTABLISHED AT A TOTAL CEILING PRICE OF \$341,627.20 AND FUNDED AT 50% OR \$170,813.60 FOR A QUANTITY OF 4,768.

SUBCLIN 0001AB IS ESTABLISHED AT A TOTAL CEILING PRICE OF \$584,735.65 AND FUNDED AT 50% OR \$292,367.82 FOR A QUANTITY OF 8,161.

THE DELIVERY ORDER WILL BE DEFINITIZED BY 30 JUN 2003.

DELIVERY IS AS SHOWN IN SECTION B OF THIS MODIFICATION.

FIRST ARTICLE IS NOT REQUIRED FOR THIS EFFORT.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE A 001 ***

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Name of Offeror or Contractor: HUNTER MFG CO

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																											
0001	SUPPLIES OR SERVICES AND PRICES/COSTS <u>Supplies or Services and Prices/Costs</u> NSN: 4240-00-368-6291 FSCM: 81361 PART NR: C5-19-853 SECURITY CLASS: Unclassified																															
0001AA	<u>PRODUCTION QUANTITY</u> NOUN: FILTER,PARTICULATE PRON: S63ZT400SB PRON AMD: 01 ACRN: AA AMS CD: 070011 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <table><tr><td>REL CD</td><td>MILSTRIP</td><td>ADDR</td><td>SIG CD</td><td>MARK FOR</td><td>TP CD</td></tr><tr><td>001</td><td>W58HZ13014A433</td><td>W22PVJ</td><td>J</td><td></td><td>2</td></tr></table> <table><tr><td>DEL REL CD</td><td>QUANTITY</td><td>DEL DATE</td></tr><tr><td>001</td><td>1,200</td><td>30-MAR-2003</td></tr><tr><td>002</td><td>1,200</td><td>30-APR-2003</td></tr><tr><td>003</td><td>1,200</td><td>30-MAY-2003</td></tr><tr><td>004</td><td>1,168</td><td>30-JUN-2003</td></tr></table> FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W22PVJ) XU GENERAL SUPPLY STORAGE POINT BLUE GRASS ARMY DEPOT 2091 KINGSTON HWY RICHMOND KY 40475-5000 <u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-98-D-0084/0016	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	W58HZ13014A433	W22PVJ	J		2	DEL REL CD	QUANTITY	DEL DATE	001	1,200	30-MAR-2003	002	1,200	30-APR-2003	003	1,200	30-MAY-2003	004	1,168	30-JUN-2003	4768	EA	\$ UNDEFINITIZED	\$ 170,813.60
REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD																											
001	W58HZ13014A433	W22PVJ	J		2																											
DEL REL CD	QUANTITY	DEL DATE																														
001	1,200	30-MAR-2003																														
002	1,200	30-APR-2003																														
003	1,200	30-MAY-2003																														
004	1,168	30-JUN-2003																														
0001AB	<u>PRODUCTION QUANTITY</u> NOUN: FILTER,PARTICULATE PRON: S63ZT401SB PRON AMD: 01 ACRN: AA AMS CD: 070031 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <table><tr><td>REL CD</td><td>MILSTRIP</td><td>ADDR</td><td>SIG CD</td><td>MARK FOR</td><td>TP CD</td></tr><tr><td>001</td><td>W58HZ13014A434</td><td>W22PVJ</td><td>J</td><td></td><td>2</td></tr></table> <table><tr><td>PROJ CD</td><td>BRK BLK PT</td></tr><tr><td>MTA</td><td></td></tr></table> <table><tr><td>DEL REL CD</td><td>QUANTITY</td><td>DEL DATE</td></tr><tr><td>001</td><td>32</td><td>30-JUN-2003</td></tr></table>	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	W58HZ13014A434	W22PVJ	J		2	PROJ CD	BRK BLK PT	MTA		DEL REL CD	QUANTITY	DEL DATE	001	32	30-JUN-2003	8161	EA	\$ UNDEFINITIZED	\$ 292,367.82					
REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD																											
001	W58HZ13014A434	W22PVJ	J		2																											
PROJ CD	BRK BLK PT																															
MTA																																
DEL REL CD	QUANTITY	DEL DATE																														
001	32	30-JUN-2003																														

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Name of Offeror or Contractor: HUNTER MFG CO

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	0021,20030-JUL-2003				
	0031,20030-AUG-2003				
	0041,20030-SEP-2003				
	0051,20030-OCT-2003				
	0061,20030-NOV-2003				
	0071,20030-DEC-2003				
	00892930-JAN-2004				
	FOB POINT: Destination				
	SHIP TO: <u>PARCEL POST ADDRESS</u>				
	(W22PVJ) XU GENERAL SUPPLY STORAGE POINT				
	BLUE GRASS ARMY DEPOT				
	2091 KINGSTON HWY				
	RICHMOND KY 40475-5000				
	<u>CONTRACT/DELIVERY ORDER NUMBER</u>				
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CONTRACT ADMINISTRATION DATA

									JOB			
LINE	PRON/	OBLG							ORDER	ACCOUNTING		OBLIGATED
<u>ITEM</u>	<u>AMS CD</u>	<u>ACRN</u>	<u>STAT</u>	<u>ACCOUNTING CLASSIFICATION</u>					<u>NUMBER</u>	<u>STATION</u>	<u>AMOUNT</u>	
001AA	S63ZT400SB	AA	1	97	X4930AC61	6N		26FB	S19130		W13G07	\$ 170,813.60
070011												
001AB	S63ZT401SB	AA	1	97	X4930AC61	6N		26FB	S19130		W13G07	\$ 292,367.82
070031												
											TOTAL	\$ 463,181.42
SERVICE									ACCOUNTING		OBLIGATED	
<u>NAME</u>	<u>TOTAL BY ACRN</u>		<u>ACCOUNTING CLASSIFICATION</u>					<u>STATION</u>		<u>AMOUNT</u>		
Army	AA		97	X4930AC61	6N		26FB	S19130	W13G07	\$ 463,181.42		
											TOTAL	\$ 463,181.42

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CONTRACT CLAUSES

Regulatory Cite	Title	Date
1 52.216-24	LIMITATION OF GOVERNMENT LIABILITY	APR/1984
(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding 463,181.42 dollars.		
(b) The maximum amount for which the Government shall be liable if this contract is terminated is 463,181.42 dollars.		
(End of clause)		
(IF6056)		

2 52.216-25	CONTRACT DEFINITIZATION	OCT/1997
(a) A FIRM FIXED PRICE definitive contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include		
(1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter contract,		
(2) all clauses required by law on the date of execution of the definitive contract, and		
(3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a -2- proposal and cost or pricing data supporting its proposal.		
(b) The schedule for definitizing this contract is:		
PROPOSAL RECEIVED:	15 FEB 2003	
BEGIN NEGOTIATIONS:	30 APR 2003	
DEFINITIZATION COMPLETE:	30 JUN 2003	

(c) If agreement on a definitive contract to supersede this letter is not reached by the target date in paragraph (b) of this section, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by -

(i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by the law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with subparagraph (c)(1) of this section, all clauses, terms, and conditions included in this letter contract shall continue in effect, except those that by their nature apply only to a letter contract.

(End of clause)

(IF6062)

3 252.217-7027	CONTRACT DEFINITIZATION	OCT/1998
DFARS		
(a) A FIRM FIXED PRICE CONTRACT is contemplated. The contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the underfinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a FIRM FIXED PRICE		

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proposal and cost or pricing data supporting its proposal.

(b) The schedule for definitizing this contract is as follows:

TARGET DATE FOR DEFINITIZATION: 30 JUN 2003
DATE PROPOSAL RECEIVED: 15 FEB 2003
TARGET DATE TO BEGIN NEGOTIATIONS: 30 APR 2003

(c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with subpart 15.4 and part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by--

(i) All clauses required by the FAR on the date of execution of this underfinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.

(d) The definitive contract resulting from this undefinitized contract action will include a negotiated FIRM FIXED PRICE CONTRACT in no event to exceed \$926,362.85._____

End of clause

(IA6715)